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PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

CHERYL ROLAND	)	
COMPLAINANT	)	
v.	)	CASE NO.
	)	2026-00190
OWEN ELECTRIC COOPERATIVE, INC.	)	
DEFENDANT	)	

AMENDED FORMAL COMPLAINT

Complainant, Cheryl Roland, acting Pro se, pursuant to 807 KAR 5:001, Section 20 and the Commission's Order to Amend dated September 1, 2026, respectfully submits this Amended Formal Complaint to establish a *prima facie* case against Defendant, Owen Electric Cooperative, Inc. ("Owen Electric").

In support of this Complaint, Complainant states fully, clearly, and with reasonable certainty the following acts and omissions by which Defendant has engaged in unreasonable, unjust and unsafe practices under KRS 278.260(1) in direct violation of KRS 278.030(2), KRS 278.170, and 807 KAR 5:006.

THE PARTIES AND JURISDICTION

1. Complainant:
Cheryl D. Roland
5785 Lawrenceville Rd.
Williamstown, KY 41097
Telephone: [REDACTED]
Email: [REDACTED]

2. Defendant:
Owen Electric Cooperative, Inc.
8205 Highway 127 N
P.O. Box 400
Owenton, KY 40359

3. Pursuant to KRS 278.040 and KRS 278.260, the Commission holds exclusive statutory jurisdiction over the services, practices, and acts of Defendant Owen Electric. Complainant files this Amended Formal Complaint regarding an unsafe, unreasonable, unjust, and unlawful utility expansion practice under KRS 278.260(1), as the utility has violated 807 KAR 5:006 Section 6(3)(a) and (3)(b)(2) by placing major distribution infrastructure inside a restricted transit corridor without possessing a valid, unencumbered legal right to occupy the property. Critical facts and explicit details contained within the following pages will disclose the exact nature of the service Owen Electric provided the Applicant/Owner on June 2, 2026, uncovering additional legal and regulatory violations.

INTRODUCTION

4. This matter involves severe utility overreach, bad-faith property occupation, and administrative collusion by the Defendant Owen Electric Cooperative, Inc.

5. The core issue is that Defendant Owen Electric has unlawfully installed massive distribution infrastructure directly inside a highly restricted, 40-foot-wide “transit-only” corridor. Defendant executed this installation despite receiving explicit, prior verbal and written notice that a binding 2025 contract mandates this corridor remain entirely “unfettered”.

6. To justify its unauthorized physical occupation, Defendant relies on a false claim of authority from the underlying landowner. Defendant further attempts to shield itself from an

intentional civil trespass claim by asserting it believed it was “clear to proceed” based on an alleged conversation with Complainant’s attorney—a verbal claim that directly violates the Kentucky Statute of Frauds (KRS 371.010).

7. Defendant attempts to defend its actions by claiming the infrastructure does not physically sit directly on the gravel driveway surface and noting that the 2025 easement text lacks explicit language excluding utilities. However, because the text contains absolutely no utility provisions or language granting utility placement rights, the land is legally restricted to transit. Placing massive infrastructure anywhere within the boundaries of the 40-foot-wide transit corridor directly violates public safety clearance standards under the National Electric Safety Code (NESC) and 807 KAR 5:006 Section 6(3)(a) which restricts construction to lands it has an undisputed “legal right to occupy.”

8. Furthermore, when Complainant sought regulatory protection, Defendant actively colluded with an investigator from the Attorney General’s Office of Rate Intervention (ORI). This investigator abandoned her mandatory consumer protection role, acting in concert with the utility to coerce and pressure Complainant and Complainant’s attorney into accepting an unauthorized installation. Complainant brings this Amended Formal Complaint to expose this systemic evasion of due process, regulatory non-compliance, and ongoing utility overreach.

DETAILED STATEMENT OF FACTS

9. The 2008 Service Application: In 2008, Complainant signed a standard residential utility service application strictly to transfer the residential electrical account for Complainant’s household into their name following their father's passing in late 2007. (*Exhibit J: 2008 Application for Membership and Electric Service, p. 36*).

10. The 2024–2026 Litigation: From approximately 2024 to 2026, Complainant, an adjoining neighbor, and the Service Applicant—who is also the underlying, servient property owner (“the Applicant/Owner”)—were parties to an intensive, two-year property lawsuit concerning land usage and boundaries.

11. The 2025 Recorded Court-Mediated Agreement: In 2025, this litigation resulted in a formal, court-mediated settlement agreement. This agreement was fully signed by all parties—including the Applicant/Owner personally—and legally recorded in the Grant County Clerk's office. This 2025 recorded agreement strictly governs a 40-foot-wide transit strip and explicitly mandates that this strip is a 40-foot-wide unfettered ingress egress easement for the “exclusive use of the respective properties”—that of Complainant, the Applicant/Owner, and another neighbor. The agreement is entirely silent on utilities and grants no utility rights-of-way. Furthermore, the agreement strictly prohibits the Applicant/Owner from placing posts, obstacles, or fences along Complainant's property line or within the transit strip (*Exhibit A, 2025 Mediated Settlement Agreement*, Formal Complaint, July 10, 2026, incorporated herein by reference, p. 24).

12. The April 27, 2026 On-Site Admission and Willful Blindness: On April 27, 2026, an Owen Electric staking crew arrived at the property. On this date, Defendant's Planning Supervisor Greg Humphries, accompanied by a new utility planner, explicitly admitted to the Complainant on-site that they were framing their route layout because the Applicant/Owner had verbally told them he “owned the easement and possessed authority” to grant a right-of-way. Supervisor Humphries and the planning crew completely ignored the Complainant's real-time, explicit verbal protests on the ground, actively choosing to treat the Applicant/Owner's

untruthful statements as absolute fact while completely tuning out and disregarding the lawful dominant title holder.

13. The Fraudulent Markers: Immediately after the previous lawsuit was closed and prior to May 2026, the Applicant/Owner placed fraudulent, tall white plastic markers surrounded by aggressive neon orange spray paint within the 40-foot transit corridor. The Applicant/Owner hand-wrote on these markers: *"DO NOT REMOVE PROPERTY MARKERS FOR ELECTRIC CO"*, in a deliberate, deceptive attempt to back up his false verbal claims of authority to Owen Electric's crew and directly violate the 2025 court agreement he signed.

14. The Clear Visual Ground Battle: Complainant actively spray-painted over the Applicant/Owner's triggering neon orange paint with blue paint to signal an absolute lack of consent. After the fraudulent white plastic markers, placed in direct violation of a binding contract, were removed several times, the Applicant/Owner escalated the conflict by driving six-foot (6ft) steel T-posts into the easement strip. The Applicant/Owner used these aggressive neon paint markings, plastic posts and steel T-posts deliberately to trigger Complainant's severe PTSD—a medical condition the Applicant/Owner had intentionally sensitized over a grueling two-year period of documented boundary harassment within this exact corridor.

15. The May 4, 2026 Emergency Medical Crisis: On or about April 26, 2026, the Applicant/Owner drove the fraudulent markers into the ground. Exactly one day later, Owen Electric crews arrived and placed their own pole and guy-wire markers directly alongside them. The shock of seeing these blatant, coordinated boundary violations of a freshly signed court agreement within the protected corridor caused Complainant to suffer a profound, debilitating PTSD crisis. This emergency resulted in Complainant going to the County Sheriff's Office, from

where Complainant was formally transported by a Sheriff's Deputy directly to the Emergency Room (ER) on May 4, 2026. (*Exhibit G: Redacted copy of Complainant's Emergency Room visit/discharge papers on May 4, 2026, confirming the medical crisis timeline, p. 30.*)

16. Multi-Layer Direct Actual Notice Given to Defendant: Owen Electric was provided explicit actual notice of this law enforcement intervention, the medical crisis, and the property restrictions before breaking ground (*Exhibits K-L: Email Logs, p. 37-38*):

a) On September 10, 2025, nine (9) months prior to construction, Brandon Day, field planner for Defendant, accompanied by Greg Humphries, visited Complainant on site to discuss plans to run Applicant/Owner's service from the pole in her yard just outside the residence, and several feet beyond their established footprint, then cross the travel corridor to poles to be set on Applicant/Owner's property. Complainant requested they not use the pole in her yard due to the triggering effects caused by Applicant/Owner's longstanding history of harassment. Complainant shared with Mr. Day an alternative route she had mapped out that would bypass her property altogether. When the cross-arm pole was placed several months later in the open field, Complainant believed a satisfactory route had been engineered to provide service to the Applicant/Owner. (*Exhibit H: Owen Electric Map and Additional Photo Evidence Indicating Omitted Cross-Arm Pole, p. 31-34*).

b) More than 30 days prior to construction, Defendant's planning supervisor Greg Humphries accompanied by the new planner, received direct, onsite verbal notice from the Complainant regarding the active siting conflict followed by multiple emails.

c) 30 days prior to construction, Owen Electric representative Lucas McNally was given direct notice of the conflict via a telephone call and multiple explicit emails.

d) Ten (10) days prior to construction, Complainant directly emailed the controlling 2025 court-mediated transit strip documents and restrictive covenants directly to Owen Electric's corporate legal counsel. (*Exhibit C: Time-stamped copy of the email sent Owen Electric's lawyer 10 days before poles were dug, Formal Complaint, incorporated herein by reference, p. 26*).

17. Administrative Collusion, Coercive Ultimatums, Fraudulent Misrepresentation to a State Agency and Targeting of Legal Counsel: Following an administrative connection between members of Owen Electric management and Heather Napier, Consumer Complaint Investigator II within the Attorney General's Office of Rate Intervention (ORI), the ORI office completely abandoned its statutory consumer-advocacy mandate. Investigator Napier proceeded to actively echo and issue the identical, coercive ultimatum previously delivered by Owen Electric's design management, Lucas McNally, who stated in an email on or about May 7, 2026 (*Exhibit L: EMAIL LOGS-Lucas McNally, p. 38*), that they could use the pole in Complainant's yard or along the driveway on Mr. Darlington's property (which is inside the travel corridor), whichever Complainant felt was less intrusive, and that she needed to decide because they were going ahead with the project. On or about May 18, 2026, on a follow-up call, Investigator Napier said, "Your pole or the easement, your choice and they're going ahead!" or words to that exact effect. This ultimatum further mimics the letter Mike Stafford, Vice President of Member Services for Owen Electric, sent Investigator Napier which she read to Complainant on or about May 18, 2026, and is ultimate proof of Defendant's fraudulent misrepresentation to a state agency. (*Exhibit O: Text of Mike Stafford's letter to Heather Napier, p. 41*). The letter states that "Owen Electric identified an alternative path to install new infrastructure...entirely outside Ms.

Roland's property...". Defendant then, on June 2, 2026, dumped massive infrastructure directly inside Complainant's sole access route to her residence. To further force this unconscionable property encumbrance under intense administrative duress, Investigator Napier bypassed neutral protocols and actively called Complainant's formal legal counsel, delivering the exact same coercive ultimatum directly to Complainant's attorney along with an email of the letter from Mike Stafford. This coordinated pattern of conduct serves as definitive proof of a bad-faith effort to weaponize state-level regulatory influence to force a landowner to surrender a prior-recorded deed restriction under duress.

18. The Exhaustion and Filing of Federal and Civil Rights Complaints: After all local efforts were exhausted, Complainant escalated the matter to the Commission, the Attorney General, the AG Public Integrity Unit, and the Governor's Office. After following up on a phone call from Heather Napier, AG Office of Rate Intervention, on or before May 18, 2026, it became abundantly clear that Owen Electric was gaming the matter to their advantage. On May 16, 2026, Complainant filed a formal Federal HUD FHEO 903 Section 3617 Hostile Environment Harassment Complaint based on her federally protected disability (*Exhibit I: Federal HUD FHEO 903 Section 3617 Complaint Submission Receipt of May 16, 2026, p.35*), which Complainant continues to actively maintain and update alongside the Fair Housing Council in Lexington. Complainant further filed a complaint with the U.S. Office for Civil Rights (OCR).

19. The June 2, 2026 Encroachment: On June 2, 2026, Defendant Owen Electric ignored all verbal, written, administrative, and legal notice. Defendant rolled its construction crews and actively deployed heavy infrastructure totaling five (5) utility poles to service the Applicant/Owner. Defendant actively constructed two (2) of these utility poles and three (3)

anchoring guy wires directly within the Complainant's restricted 40-foot transit corridor. Furthermore, due to the specific mathematical challenges this placement presented, up to approximately 10 feet of clearance spills into one or more areas of Complainant's private hayfield and completely outside Owen Electric's previously established utility corridor(s). (*Exhibit N: Up to 10 Foot Clearance Spill Over into Complainant's Private Property, p. 40*).

20. The Execution of an Unsafe and Hazardous Engineering Design: In running this line on June 2, 2026, Defendant attempted to place a 30-foot-wide utility easement footprint directly inside a narrow 40-foot-wide transit corridor containing a functioning, meandering gravel driveway characterized by sharp curves and a blind hill. Defendant's installation creates a severe physical and visual hazard for drivers utilizing the travel corridor. (*Exhibit D: Driveway Photos, Formal Complaint, July 10, 2026, incorporated herein by reference, p. 27*).

a) The First Pole Hazard: Defendant placed one pole and a guy wire on a steep bank a mere three (3) feet from the driving surface, directly across from an adjoining neighbor's secondary property entrance off the travel corridor, creating an immediate vehicle collision risk.

b) The Second Blind Pole Hazard and Dangerous Optical Illusion: Defendant placed a second pole directly across from the same adjoining neighbor's other secondary property entrance from the travel only corridor and approximately 7.5 feet from and slightly downgrade of the gravel edge at the crest of a blind hill on a slight curve. When an operator drives up and crests this hill, the physical road surface drops completely out of sight. The utility pole appears directly and abruptly in the middle of the vehicle's windshield, creating extreme visual disorientation. Drivers are forced to physically rise up in their seats to locate the gravel

edge and maneuver the vehicle blindly to avoid running off the road or colliding with the pole and guy-wire infrastructure. (*Exhibit M: The Dangerous Optical Illusion*, p. 39.)

21. Absence of a Permanent Dwelling and the Unpermitted Structure: The infrastructure deployed by Defendant does not service a permanent dwelling. Instead, it hooks into an outdoor meter stand constructed by the Applicant/Owner in August 2025 adjacent to a recreational camper that has sat on the property for six (6) years, utilized only intermittently on weekends. Complainant's filing on August 7, 2026, referred to herein as *Exhibit E: Complainant's Notice of Supplemental Evidence*, providing further details along with photographic evidence is herein incorporated by reference, p. 28).

22. Inadequate Grid Planning and Capacity Admissions: Earlier this year, Defendant installed a new cross-arm utility pole on an adjacent property to provide additional service exclusively for an existing neighbor's barn. Defendant's utility planner Greg Humphries, onsite on April 27, 2026, explicitly informed Complainant that because of this specific barn deployment and localized grid capacity exhaustion, the new cross-arm infrastructure lacked sufficient electrical capacity to provide service to the Applicant/Owner. Defendant chose to resolve its own engineering shortage by trespassing on Complainant's restricted 40-foot court-mediated transit easement. (*Exhibit H: Owen Electric Map and Additional Photo Evidence Indicating Omitted Cross-Arm Pole*, p. 31-34).

23. The Coordinated Post-Filing Retaliation (July 14, 2026, and August 11, 2026): On July 10, 2026, Complainant's Formal Complaint went live on the PSC Portal. On July 14, 2026, exactly four (4) days later, the Applicant/Owner rushed a one-day septic installation, suggesting a retroactive attempt to cover up the evidence of the lacking building and health permits before

the regulators could intervene. On August 7, 2026, Complainant filed a supplemental notice exposing the Applicant/Owner's unpermitted camper and rapid septic installation. (*Exhibit E: Complainant's Notice of Supplemental Evidence*, filed August 7, 2026, herein incorporated by reference, p. 28). Exactly four (4) days later, on August 11, 2026, Defendant Owen Electric actively deployed heavy forestry contractors to clear vegetation directly beneath the historic, established service line that has served the Complainant's residence for decades.

24. Severe Contractor Damage: In the execution of this routine maintenance, Defendant's contractors actively dammed an active, dry stream bed on Complainant's property with heavy debris (threatening an upstream neighbor's water meter with storm water backup), compromised the integrity of Complainant's primary residential water line in two critical areas with heavy equipment, scattered sharp wood shrapnel and wood stringers across sections of an active hayfield, and left unprocessed wood debris adjacent to Complainant's residential yard fence. (*Exhibit F: Complainant's Discovery Filing and Property Damage Notice*, filed August 31, 2026, herein incorporated by reference, p. 29).

SPECIFIC LEGAL VIOLATIONS (ACTS AND OMISSIONS)

UNLAWFUL ACTS BY OWEN ELECTRIC

25. The Act of Obstructing a Travel-Only Corridor: Owen Electric has violated the National Electric Safety Code (NESC) by placing massive, permanent distribution infrastructure directly inside an active, 40-foot-wide transit-only corridor. This installation physically obstructs the pathway, violates the required horizontal clearance boundaries for restricted traffic corridors, and creates a clear safety and collision hazard for transit users. The utility executed

this installation in violation 807 KAR 5:006 Section 6(3)(a) by occupying a restricted easement zone without proper, written, unencumbered rights.

26. The Act of Deploying an Unsafe, Hazardous, and Defective Engineering Siting: On June 2, 2026, Defendant actively installed a massive utility framework inside a narrow 40-foot transit corridor, placing poles a mere 3 feet from the driving wheel path and 7.5 feet away at the crest of a blind hill on a curve. The mere visual staking of this infrastructure layout resulted in Complainant's crisis transport to the Emergency Room on May 4, 2026. Critically, the completed infrastructure forces drivers into visual disorientation and mechanical blind spots on a gravel driveway as well as creates severe collision and emergency-access hazards which violates a utility's strict duty to construct and maintain a safe, reasonable distribution network. KRS 278.030(2) requires a utility to provide adequate, efficient, safe and reasonable service. Owen Electric has violated this statute by bottlenecking a restricted 40-foot-wide travel path to create collision hazards, optical illusions and psychological distress to members of the public. The National Electric Safety Code (NESC) requires infrastructure to be engineered to be safe for the public. Placing infrastructure that creates collision hazards and sends members of the public to the emergency room fails to meet this test. This act constitutes an unsafe and completely unreasonable utility practice in direct violation under KRS 278.030(2) and the National Electric Safety Code (NESC). (*Exhibit D: Driveway Photos*, Original Complaint, July 10, 2026, herein incorporated by reference, *p. 27*).

27. The Act of Misapplying the 2008 Service Application: On June 2, 2026, Defendant actively weaponized Complainant's 2008 residential service application to justify a physical encroachment on a separate, highly restricted 40-foot transit corridor.

a) Defendant's position assumes the "...perpetual easement...free access clause..." in their bylaws overrules Kentucky property laws as well as their own filed tariffs that state it is the utility's responsibility to legally obtain and to construct only on unencumbered lands where they have the legal right to occupy.

b) A highly restricted, legally and previously recorded transit corridor does not equal an unencumbered utility right-of-way.

c) Furthermore, under 807 KAR 5:006, Section 6(3)(b)(2), a utility company is explicitly prohibited from trying to force, threaten, or coerce a member into granting an easement for equipment or lines that do not serve that member's property. Defendant Owen Electric violated this regulation by using deception and coercion to push through an unauthorized, illegal encroachment.

d) Owen Electric violated 807 KAR 5:006 Section 6(3)(a) by piggy-backing off Complainant's 2008 service application instead of securing a clean, unencumbered legal permanent Right-of-Way (ROW) for construction prior to running lines to the Applicant/Owner's completely separate property.

e) In addition, KRS 371.010 (The Kentucky Statute of Frauds) requires that transfers regarding real estate be properly executed and recorded in order to establish legal, valid utility rights-of-ways.

f) Owen Electric's service applications and bylaws do not override Kentucky property laws nor their own Tariff Rules, which carry the force of the law.

g) Misapplying Complainant's 2008 Service Application as a shortcut for legal right-of-way sourcing constitutes a deceptive, inadequate, inefficient, unjust and unreasonable utility practice subject to investigation and order under KRS 278.260(1),

h) a direct violation of KRS 278.030(2) and failure to provide adequate, efficient and reasonable service,

i) and KRS 371.010 (The Kentucky Statute of Frauds).

28. The Act of Substituting a Verbal Conversation for Written Property Conveyances:

Defendant explicitly admitted in its Answer that it chose to proceed with construction on June 2, 2026, based upon an informal, late-May conversation with Complainant's attorney, deliberately overriding the Complainant's active personal objections. This act directly violates 807 KAR 5:006, Section 6(3)(a) by failing to adhere to their approved tariff rules for line extensions/easement procurement, and instead substituting a conversation for a legally procured, signed and recorded easement. Furthermore, KRS 371.010 (The Kentucky Statute of Frauds) strictly mandates that any conveyance or contract for an easement or right-of-way must be in writing and signed by the granting party to be legally cognizable. Relying on a verbal conversation to seize an interest in real estate also constitutes an unreasonable, unjust, and reckless utility practice and unreasonable service under KRS 278.260(1) and KRS 278.030(2).

29. The Act of Forcing Construction Post-Law Enforcement Emergency: Defendant actively deployed construction crews on June 2, 2026, despite having clear actual notice that the project's staging had triggered an emergency Sheriff's Deputy ER medical transport on May 4, 2026. Pushing through an installation under these volatile circumstances constitutes an

oppressive, unsafe, and completely unreasonable utility practice under KRS 278.260(1) and KRS 278.030(2).

30. The Act of Abuse of Administrative Procedure by Weaponizing a Third-Party State Agency to By-Pass Mandatory Land Acquisition Procedures for Line Extensions: Owen Electric, conspired with the Kentucky Attorney General's Office of Rate Intervention (ORI) to administratively coerce, intimidate, and pressure the Complainant into waiving vested, deeded property rights, subsequently trespassing to install physical utility infrastructure within Complainant's private ingress/egress easement. These acts by Owen Electric directly violate their mandatory duty to provide reasonable service under KRS 278.030(2). Further, Owen Electric abandoned their mandatory duty to provide just and non-discriminatory service under KRS 278.170 by leveraging Investigator Napier to abandon her consumer protection obligations to Complainant in order to advance the Applicant/Owner's unpermitted camper layout.

31. The Act of Punitive and Destructive Line Clearing: On August 11, 2026, exactly four (4) days after Complainant filed an administrative supplement (*Exhibit E: Complainant's Notice of Supplemental Evidence*, August 7, 2026, p. 28), Defendant's contractors executed clearing operations under Complainant's historic lines in a manner that purposefully dammed a stream, compromised residential water lines, and damaged sections of a hayfield. (*Exhibit F: Complainant's Discovery Filing and Property Damage Notice*, August 31, 2026, p. 29). These punitive actions by Owen Electric constitute an unreasonable, unjust, and unsafe utility act under KRS 278.260(1) and KRS 278.030(2).

32. The Act of Providing Electrical Service to an Unpermitted, Vacant Parcel: On June 2, 2026, Owen Electric installed permanent grid electrical service to a meter stand on

Applicant/Owner's open parcel containing no lawful permanent dwelling, no local structural building permit, and no approved sanitary wastewater facilities. The sole load drawing power from this utility connection is a stationary recreational vehicle (camper) that has occupied the vacant lot for approximately six (6) years, used primarily intermittently on weekends by the Applicant/Owner. Providing permanent grid infrastructure to power an unpermitted, temporary camper on open land constitutes a clear violation of KRS 278.030(2), which mandates that a utility may only furnish service that is safe, lawful, and reasonable. (*Exhibit E: Complainant's Notice of Supplemental Evidence*, filed August 7, 2026, herein incorporated by reference, *p. 28*).

UNLAWFUL OMISSIONS BY OWEN ELECTRIC

33. The Omission of Failing to Verify Records and Unlawfully Prioritizing Hearsay: On April 27, 2026, Planning Supervisor Humphries and his staging crew explicitly admitted on-site that they were relying entirely on the verbal claims of the Applicant/Owner. Defendant completely failed and omitted to inspect the local County Clerk land records or verify property titles before deploying infrastructure, completely shutting out and ignoring the Complainant's direct on-site alerts. Substituting an untruthful neighbor's verbal claims—which actively violated a 2025 court settlement he personally signed—for certified public title records and intentionally ignoring a cooperative customer constitutes a grossly willful, unreasonable, unjust, and discriminatory utility practice under KRS 278.260(1), KRS 278.030(2), KRS 278.170 and 807 KAR 5:006 Section 6(3)(a).

34. The Omission of Failing to Secure Written, Executed Right-of-Way Agreements: Defendant completely failed and omitted to obtain a formal, written Right-of-Way (ROW) agreement or written waiver signed by the Complainant before mobilizing construction crews

which is in strict administrative violation of 807 KAR 5:041 and explicitly detailed in its companion regulation, 807 KAR 5:006, Section 6(3)(a), which mandates an absolute legal right to occupy prior to construction. Furthermore, under KRS 371.010 (The Kentucky Statute of Frauds), verbal understandings regarding real property interests are completely void. Proceeding with major capital deployment on a contested transit corridor without an executed, written instrument signed by the Complainant constitutes an unreasonable, unsafe, and improper practice and statutory omission of management due diligence under KRS 278.030(2), 807 KAR 5:006 and 807 KAR 5:041. (*Exhibit N: Up to 10 Foot Clearance Spill Over into Complainant's Private Property, p. 40*).

35. The Omission of Failing to Use Available Alternative Infrastructure: Defendant failed and omitted to upgrade or utilize its own newly deployed grid infrastructure (the new cross-arm pole in the adjacent field) (*Exhibit H: Owen Electric Map and Additional Photo Evidence Indicating Omitted Cross-Arm Pole, p. 31-34*) to serve the Applicant/Owner, claiming they had instead exhausted local line capacity by prioritizing a neighbor's auxiliary barn. Choosing to trespass on a restricted corridor instead of properly managing system capacity constitutes a failure to provide adequate, efficient, reasonable and just service under KRS 278.260(1), KRS 278.030(2) and KRS 278.170.

36. The Omission of Failing to Supervise Contractors in a Known Conflict Zone: Defendant Owen Electric completely failed and omitted to issue protective boundary instructions, discern Complainant's subterranean water lines, or provide adequate supervision to its third-party line-clearing contractors on August 11, 2026, despite having an active formal complaint pending on the PSC portal. This complete omission of contractor oversight

constitutes an unreasonable and unsafe service practice under KRS 278.260(1), KRS 278.030(2) and 807 KAR 5:006.

37. The Omission of Failing to Verify Legal Compliance and Code Safety: Defendant Owen Electric committed a severe regulatory omission by failing to perform basic due diligence or verify local land-use, health department, and structural compliance prior to initializing high-voltage electrical service. Under Defendant's Tariffs and PSC Rules (807 KAR 5:006), the utility has an explicit right and a public safety obligation to refuse, suspend, or terminate service to customer-owned facilities that violate local, state, or state-agency health and safety rules. Owen Electric furthered this omission if operational power to the site continued after the applicant—acting exactly four (4) days after this formal PSC case went live—rushed an unpermitted, uninspected septic system into the ground. By maintaining active grid power to a site where a non-compliant septic system was instantly buried and backfilled to hide the physical layout from regulators, Owen Electric is actively facilitating an ongoing public health hazard and an illegal encampment used to conduct ongoing harassment against the Complainant which directly contradicts Defendant's obligation to provide safe, efficient, adequate and reasonable service under KRS 278.260(1) and 278.030(2). (*Exhibit E: Complainant's Notice of Supplemental Evidence*, filed August 7, 2026, herein incorporated by reference, *p. 28*).

RELIEF REQUESTED

1. Wherefore, Complainant respectfully requests that the Commission enter an Order pursuant to its authority under KRS 278.260:

2. Declaring that Complainant's 2008 residential service application does not replace a legally executed and valid Right-of-Way for infrastructure placement;
3. Finding that Defendant's installation and routing layout within the corridor on June 2, 2026, was an unsafe, hazardous, unreasonable and discriminatory utility act executed without the required, valid right-of-way in violation of KRS 278.260(1), KRS 278.030(2), 807 KAR 5:006, and KRS 278.170;
4. Ordering Defendant Owen Electric to immediately extract and remove the two (2) utility poles and three (3) guy wires from the 40-foot transit corridor at its sole expense due to their severe traffic safety hazards, and to find an alternative route that respects the strict limitations of the public record;
5. Granting Complainant any and all other administrative relief to which they may be entitled under Chapter 278 of the Kentucky Revised Statutes.

Dated this 17th day of September, 2026.

Respectfully submitted,


Cheryl D. Roland, *Pro se* Complainant

5785 Lawrenceville Rd.
Williamstown, KY 41097

[REDACTED]
[REDACTED]

AFFIDAVIT OF VERIFICATION

STATE OF KENTUCKY

COUNTY OF GRANT

The undersigned, CHERYL ROLAND, Complainant herein, being first duly sworn, states that they have read the foregoing Amended Formal Complaint and know the contents thereof; that the facts stated therein are true of their own knowledge, except as to matters stated on information and belief, and that as to those matters, they believe them to be true.

Cheryl D. Roland
Cheryl D. Roland, *Pro se* Complainant
5785 Lawrenceville Rd.
Williamstown, KY 41097
[REDACTED]
[REDACTED]

Subscribed and sworn to before me by the Complainant on this 17th day of September, 2026.

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY

My Commission Expires: 12/20/26

Notary ID Number: 63442



CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Amended Formal Complaint and accompanying Exhibits was emailed to the Kentucky Public Service Commission at PSCED@ky.gov and served via electronic mail and first-class U.S. Mail, postage prepaid, on this 17th day of September, 2026, to the Respondent's legal counsel of record:

Jake A. Thompson, Esq.
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Counsel for Owen Electric Cooperative, Inc.

Respectfully submitted,


Cheryl D. Roland, *Pro se* Complainant

Dated: September 17, 2026

INDEX OF ATTACHED EXHIBITS:

(Exhibits A-D were submitted with Original Complaint on July 10, 2026;
Exhibit E, August 7, 2026; and Exhibit F, August 31, 2026
and are incorporated in this Amended Formal Complaint by reference)

EXHIBIT A: Recorded MEDIATED SETTLEMENT AGREEMENT resulting from the prior 2-year lawsuit against the applicant. The Mediated Settlement Agreement is comprised of three (3) documents: (1) DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT, (2) ADDENDUM to the Driveway Easement and Maintenance Agreement, and (3) QUIT CLAIM DEED, p. 24

EXHIBIT B: PLATS/MAPS showing the 40-foot-wide travel easement and approximate locations of the two (2) electric poles installed inside the travel corridor, p. 25.

EXHIBIT C: Time-stamped copy of the email sent Owen Electric's lawyer 10 days before poles were dug, p. 26

EXHIBIT D: DRIVEWAY PHOTOS OF THE 2 POLES AND GUY WIRES OBSTRUCTING THE 40-FOOT-WIDE CORRIDOR, p. 27

EXHIBIT E: SUPPLEMENTAL INFORMATION – COMPLAINANT’S NOTICE OF SUPPLEMENTAL EVIDENCE – August 7, 2026 Filing, p. 28

EXHIBIT F: SUPPLEMENTAL INFORMATION – COMPLAINANT’S DISCOVERY FILING AND PROPERTY DAMAGE NOTICE – August 31, 2026 Filing, p. 29

EXHIBIT G: Redacted copy of Complainant’s Emergency Room visit/discharge papers on May 4, 2026, confirming the medical crisis timeline, p. 30

EXHIBIT H: Owen Electric Map and Additional Photo Evidence Indicating Omitted Cross-Arm Infrastructure, p. 31-34

EXHIBIT I: FEDERAL HUD FHEO 903 SECTION 3617 COMPLAINT SUBMISSION RECEIPT OF MAY 16, 2026 (Hostile Environment Harassment based on a Federally Protected Disability), p. 35

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EXHIBIT A:

DOCUMENT TITLE: 2025 MEDIATED SETTLEMENT AGREEMENT

REGULATORY STATUS: OFFICIALLY INCORPORATED BY REFERENCE

The 2025 Mediated Settlement Agreement is comprised of three (3) documents:

- (1) DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT,
- (2) ADDENDUM to the Driveway Easement and Maintenance Agreement, and
- (3) QUIT CLAIM DEED

*The physical document corresponding to this Exhibit is already permanently affixed to the official public record as **Exhibit A of the Complainant's Original Formal Complaint** entered onto the active PSC Electronic Docket for Case No. 2026-00190 on July 10, 2026. Pursuant to standard administrative procedure, it is explicitly incorporated into this Amended Formal Complaint by reference.*

EXHIBIT B:

DOCUMENT TITLE: PLATS/MAPS showing the 40-foot-wide travel easement and approximate locations of the two (2) electric poles installed inside the travel corridor

REGULATORY STATUS: OFFICIALLY INCORPORATED BY REFERENCE

*The physical document corresponding to this Exhibit is already permanently affixed to the official public record as **Exhibit B of the Complainant's Original Formal Complaint** entered onto the active PSC Electronic Docket for Case No. 2026-00190 on July 10, 2026. Pursuant to standard administrative procedure, it is explicitly incorporated into this Amended Formal Complaint by reference.*

EXHIBIT C:

DOCUMENT TITLE: Time-stamped copy of the email sent to Owen Electric's lawyer 10 days before the poles were dug.

REGULATORY STATUS: OFFICIALLY INCORPORATED BY REFERENCE

*The physical document corresponding to this Exhibit is already permanently affixed to the official public record as **Exhibit C of the Complainant's Original Formal Complaint** entered onto the active PSC Electronic Docket for Case No. 2026-00190 on July 10, 2026. Pursuant to standard administrative procedure, it is explicitly incorporated into this Amended Formal Complaint by reference.*

EXHIBIT D:

DOCUMENT TITLE: DRIVEWAY PHOTOS

REGULATORY STATUS: OFFICIALLY INCORPORATED BY REFERENCE

*The physical document corresponding to this Exhibit is already permanently affixed to the official public record as **Exhibit D of the Complainant's Original Formal Complaint** entered onto the active PSC Electronic Docket for Case No. 2026-00190 on July 10, 2026. Pursuant to standard administrative procedure, it is explicitly incorporated into this Amended Formal Complaint by reference.*

EXHIBIT E:

DOCUMENT TITLE: COMPLAINANT'S NOTICE OF SUPPLEMENTAL EVIDENCE – (Entered as Supplemental Information) (Re: Unpermitted Facility and One-Day Septic Installation)

REGULATORY STATUS: OFFICIALLY INCORPORATED BY REFERENCE

*The physical document corresponding to this Exhibit is already permanently affixed to the official public record as **Complainant's Notice of Supplemental Evidence** entered onto the active PSC Electronic Docket for Case No. 2026-00190 on August 7, 2026. Pursuant to standard administrative procedure, it is explicitly incorporated into this Amended Formal Complaint by reference.*

EXHIBIT F:

DOCUMENT TITLE: COMPLAINANT'S DISCOVERY FILING AND PROPERTY DAMAGE NOTICE –
(Entered as a Supplemental Information) (Re: Contractor Property Destruction)

REGULATORY STATUS: OFFICIALLY INCORPORATED BY REFERENCE

*The physical document corresponding to this Exhibit is already permanently affixed to the official public record as **Complainant's Discovery Filing and Property Damage***

***Notice** entered onto the active PSC Electronic Docket for Case No. 2026-00190 on August 31, 2026. Pursuant to standard administrative procedure, it is explicitly incorporated into this Amended Formal Complaint by reference.*

EXHIBIT G:

DOCUMENT TITLE: REDACTED COPY OF COMPLAINANT'S EMERGENCY ROOM
VISIT/DISCHARGE PAPERS OF MAY 4, 2026, CONFIRMING THE MEDICAL CRISIS TIMELINE

AFTER VISIT SUMMARY



5/4/2026 Grant Emergency 859-824-8114

Instructions

Please follow-up with your [REDACTED]. Return for any worsening symptoms. Continue taking your medications as prescribed.

Thank you for allowing us to care for you today.



Read the attached information



Call W. Ford Threlkeld, MD in 3 days (around 5/7/2026)

Why: for re-evaluation. As needed
Specialty: Family Medicine
Contact: 300 BARNES RD
Williamstown KY 41097-9483
859-824-8400

Today's Visit

Reason for Visit

[REDACTED]

Diagnosis

[REDACTED]



Blood Pressure

[REDACTED]



Temperature

(Oral)

[REDACTED]



Pulse

[REDACTED]



Respiration

[REDACTED]



Oxygen
Saturation

[REDACTED]

EXHIBIT H:

DOCUMENT TITLE: OWEN ELECTRIC MAP (*Exhibit D of Defendant's Answer to Formal Complaint, July 20, 2026, Case No. 2026-00190*) and ADDITIONAL PHOTO EVIDENCE INDICATING OMITTED CROSS-ARM POLE. This map has been edited by Complainant (**red circle below**) showing approximate location of the omitted cross-arm pole that is within feasible reach of Applicant/Owner's property.

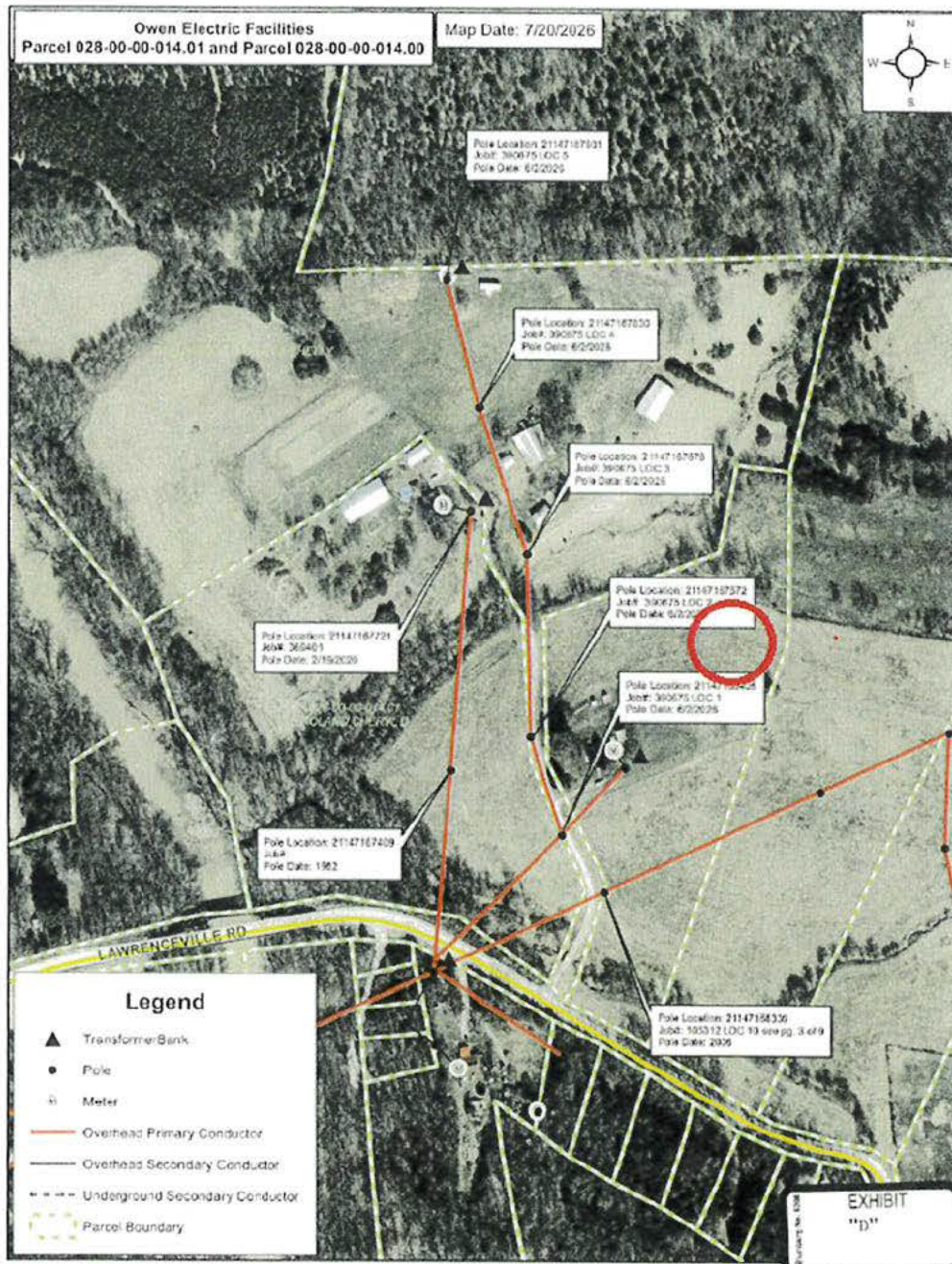


EXHIBIT H (continued):

DOCUMENT TITLE: ADDITIONAL PHOTO EVIDENCE INDICATING OMITTED CROSS-ARM POLE



EXHIBIT H (continued):

DOCUMENT TITLE: ADDITIONAL PHOTO EVIDENCE INDICATING OMITTED CROSS-ARM POLE

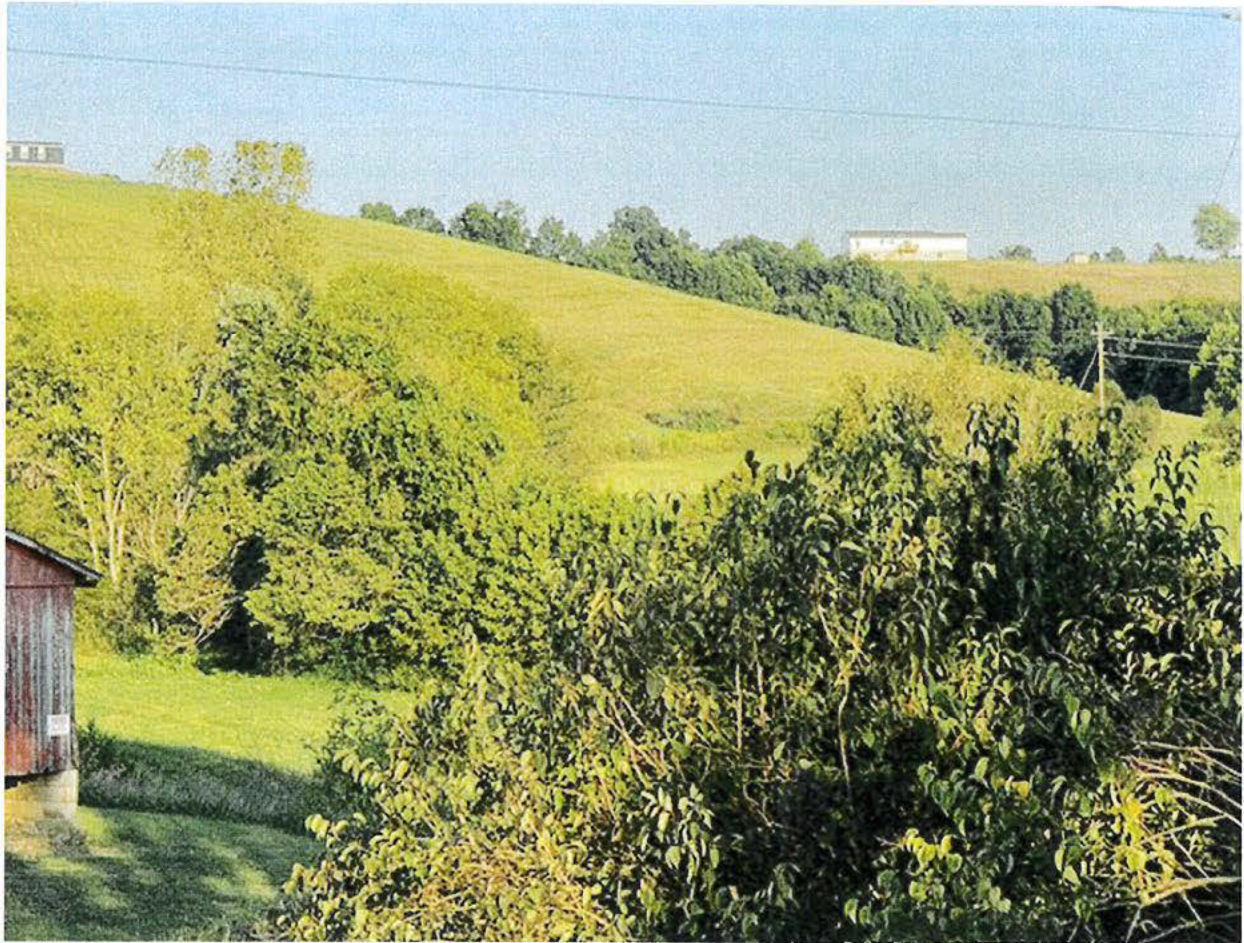


EXHIBIT H (continued):

DOCUMENT TITLE: ADDITIONAL PHOTO EVIDENCE INDICATING OMITTED CROSS-ARM POLE



EXHIBIT I:

DOCUMENT TITLE: FEDERAL HUD FHEO 903 SECTION 3617 COMPLAINT SUBMISSION RECEIPT
OF MAY 16, 2026 (Hostile Environment Harassment based on a Federally Protected Disability)

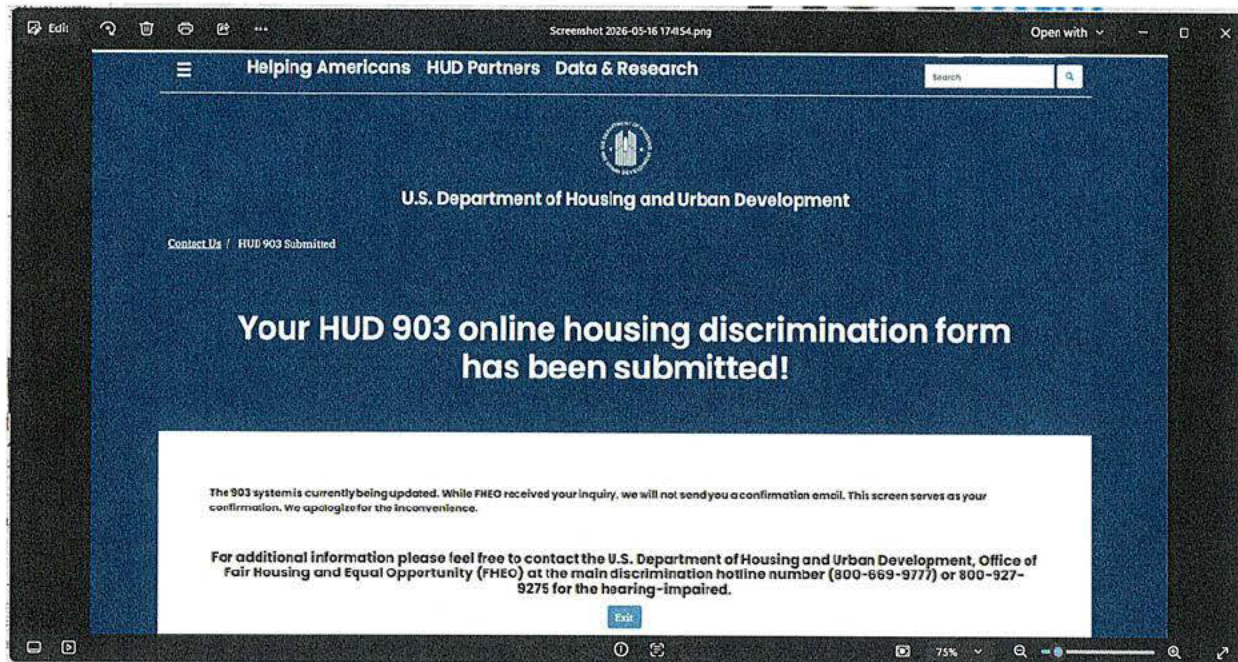


EXHIBIT J:

DOCUMENT TITLE: COMPLAINANT'S 2008 OWEN ELECTRIC APPLICATION FOR MEMBERSHIP AND FOR ELECTRIC SERVICE, January 9, 2008

OWEN Electric
A Touchstone Energy Cooperative

Application for Membership and for Electric Service

Account Number 124724-01 Date Paid 1-9-08

Member Name CHERYL ROLAND

Co-Applicant Name _____

Member S.S. # _____ Co-Applicant S.S. # _____

Member Employer NA - disabled Co-Applicant Employer _____

Member Work Phone NA - disabled Co-Applicant Work Phone _____

The undersigned (hereinafter referred to as "Applicant") hereby applies for membership in, and agrees to purchase energy from Owen Electric Cooperative, Inc. (hereinafter referred to as "Cooperative"). Applicant agrees to the following terms and conditions:

1. The Applicant will pay the Cooperative the sum of twenty five dollars (\$25.00) when this application is accepted by the Cooperative. This amount is non-refundable. Upon termination of membership, the Cooperative will refund the membership fee. The Cooperative shall deduct from the amount of the membership fee the amount of any dues or obligations owed by the member to the Cooperative.
2. The Applicant shall purchase from the Cooperative electric energy used at, delivered, transported, and will make payment of all amounts due on or before due dates. The Applicant understands that failure to do so will be just cause for discontinuance of electric service. In the event the Applicant fails to comply with the terms of this agreement and legal action is taken by the Cooperative to enforce the terms of this agreement, the Applicant agrees to pay all attorney's fees and court costs incurred as a result of the Applicant's breach. The Applicant also agrees to pay all fees charged by collection agencies in the collection of any unpaid amounts. Indebted by said Applicant, Applicant understands that the Cooperative's right to file suit will be filed by the Kentucky Public Service Commission and/or the Board of Directors.
3. The Applicant will cause his or her premises to be wired in accordance with wiring specifications as required by the State of Kentucky and/or local codes.
4. The Applicant will comply with and be bound by all of the provisions of this agreement, the Articles of Incorporation and Bylaws of the Cooperative, and such rules, regulations, and policies as may from time to time be adopted by the Cooperative. The Board of Directors may amend this membership and/or electric service agreement in any manner who fails or refuses to comply with any of the provisions of this agreement and/or fails or refuses to comply with the Articles of Incorporation and Bylaws of the Cooperative or its rules, regulations, and policies.
5. By dealing with the Cooperative, the Applicant acknowledges that the terms and conditions of the Articles of Incorporation and Bylaws and contracts and the terms and conditions of the Cooperative and each of its members and the Cooperative and Applicant are bound by such contract. As long as the Applicant has not only agreed a separate instrument containing such terms and provisions.
6. It is the intent of the Applicant that it comply with any of the terms of the Bylaws of the Cooperative and its incorporation, and agree action is taken by the Cooperative to enforce such terms, the Cooperative shall be entitled to collect in such proceedings its reasonable attorney's fees and court costs.
7. Without being paid compensation therefor, the undersigned does not want, grant, transfer, convey and give to the Cooperative a perpetual easement and right and privilege of free access over, under, above, across, and through the land and premises of the undersigned to erect, construct, install, locate, and build and thereafter use, operate, control, repair, maintain, service, replace, and move its electric distribution system and/or transmission system, wire or cabling lines of high, medium, cross, and/or of other appropriate grade. The undersigned applicant specifically grants to the Cooperative the right to connect to and hook up to an existing service and/or service line and/or service facility of any type that might be located on the Applicant's land for the purpose of providing another existing electric service and/or transmission system of any type to another member of the Cooperative. The undersigned applicant grants to the Cooperative the right and privilege to cut down and/or work with, maintain any and all trees and bushes which are of such height and located in such proximity to the Cooperative's transmission and distribution lines that in taking any action with and/or outside a hazard to the operation of said lines, its service lines is applying the Applicant's trees, shrubs, and all bushes, vines, saplings, and/or other plants, and/or other property owned or installed by the Cooperative on said property shall be the sole property of the Cooperative. The Cooperative shall have the right to remove its electric distribution system and/or transmission system of any type and all Applicant's plants, trees, shrubs, and/or other property for any reason. Provided, however, upon cancellation of the contract for electric service and/or transmission service, the Applicant shall be entitled to the removal of all trees, shrubs, and/or other property owned or installed by the Cooperative on said property shall be the sole property of the Cooperative. The Cooperative shall have the right to remove its electric distribution system and/or transmission system of any type and all Applicant's plants, trees, shrubs, and/or other property for any reason. Provided, however, upon cancellation of the contract for electric service and/or transmission service, the Applicant shall be entitled to the removal of all trees, shrubs, and/or other property owned or installed by the Cooperative on said property shall be the sole property of the Cooperative.
8. The cost of the subscription to Kentucky Living Magazine is to be paid as part of the cost of the electric service.
9. Acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative for electric service and same shall not be subject to the terms and conditions of the Cooperative to the Applicant and/or be subject to any other party. Should the application not be accepted, the Applicant shall be notified by the Cooperative.

I hereby certify to the Cooperative that I own all of the land and premises referred to herein and over which the Cooperative's electric distribution system and/or transmission system and facilities will be placed. (See below)

Dated this 9th day of January, 2008

Cheryl D. Roland Applicant Signature

Co-Applicant Signature

Mailing Address 5765 LAWRENCEVILLE RD WILLIAMSTOWN, KY 41097

Home Phone (609) 824-4823

* The main farm was cut up into 3 parts by dad's will. My brother, Larry Roland, has electric lines going to house that are electric from the meter in my house. At some future time he may need to change this.

EXHIBIT K:

DOCUMENT TITLE: EMAIL LOGS -- Greg Humphries, Owen Electric Cooperative, Inc.

GH Greg Humphries

Add keywords

24

MessagesPhotosDocuments

☐ All ☐ Sort

April

☐		☆ Re: Pete Whaley wants you to call him 859-824-5075 I jus...	Sent	Apr 29
☐	● ghumphries@owenelec...	☆ Re: Pete Whaley wants you to call him 859-824-5075 M.	New Mail	Apr 29
☐		☆ Pete's e-mail is kypetelaw@gmail.com Sent from my iPh...	Sent	Apr 29
☐		☆ Pete Whaley wants you to call him 859-824-5075 If you ...	Sent	Apr 29
☐		☆ Poles my side of driveway will be triggering my condition ...	Sent	Apr 28
☐		☆ Why can't poles be on other side of driveway? Since my ...	Sent	Apr 28
☐		☆ May I kindly ask a favor Could you please see to it that a...	Sent	Apr 28
☐		☆ Until you locate the 3 recorded easement documents whi...	Sent	Apr 28
☐		☆ Here is location of documents controlling use of the ease...	Sent	Apr 27
☐		☆ I've emailed my attorney and left phone message He is g...	Sent	Apr 27

EXHIBIT L:

DOCUMENT TITLE: EMAIL LOGS -- Lucas McNally, Owen Electric Cooperative, Inc.

Sent x  Lucas McNally Search your mail or the web 24/7

Messages Photos Documents

☐ All Sort

May

	Imcnally and Pete	☆ No, Mr. McNally, I don't have a choice That choice was ta...	Sent	May 10
	Imcnally and Pete	☆ More... The easement contract signed by all 3 parties ha...	Sent	May 8
	Imcnally and Pete	☆ Electric issue I want to make clear that I am not trying to ...	Sent	May 8
	Imcnally and Pete	☆ Please note... I told you to do as you wish because I feel I...	Sent	May 7
	Imcnally@owenelectric.c...	☆ Re: Pole stakes Thanks for reaching out and yes I do und...	Sent	May 7
	Imcnally and Pete	☆ Pole stakes Allen didn't remove the wood pole stakes as ...	Sent	May 6
	Imcnally@o, and kypetel...	☆ Update on Darlington electric issue Good morning, Luca...	Sent	May 5

EXHIBIT M:

DOCUMENT TITLE: THE DANGEROUS OPTICAL ILLUSION



EXHIBIT N:

DOCUMENT NAME: UP TO 10-FOOT OR MORE CLEARANCE SPILL OVER INTO COMPLAINANT'S PRIVATE PROPERTY OUTSIDE PREVIOUSLY EXISTING OWEN ELECTRIC UTILITY CORRIDOR



EXHIBIT O:

DOCUMENT TITLE: TEXT OF MIKE STAFFORD'S LETTER TO HEATHER NAPIER, Consumer Complaint Investigator II within the Attorney General's Office of Rate Intervention (ORI),

Text of the letter on or about May 18, 2026, from Owen Electric, VP, member services, Mike Stafford, that Heather Napier, read to Complainant and later forwarded, accompanied with a phone call, to Complainant's attorney:

"Ms. Roland executed a membership agreement with the cooperative in 2008. Given the terms of that agreement, the cooperative is within its rights to extend service to Ms. Roland's neighbor by tapping off the existing line that sits on her property. However, given Ms. Roland's concerns, Owen Electric identified an alternative path to install new infrastructure so we could meet our obligation to serve her neighbor. Said infrastructure will be installed entirely outside Ms. Roland's property and we plan to proceed with construction this week."